### EXHIBIT B

### 

### IN THE SUPERIOR COURT OF FULTON COUNTY STATE OF GEORGIA

SEP 22, 2022 08:22 AM

Cathelene Robinson, Clerk Fulton County Superior Court

STEPHEN KYLE URMANN AND RANIA ADEL MOHAMMED ALY,

Plaintiffs,

VS.

**CIVIL ACTION FILE NUMBER:** 

BRK BUILDERS LLC, SAHIL KOCHHAR, AND JAMES H LAIRD,

Defendants.

### COMPLAINT FOR EQUITABLE RELIEF AND DAMAGES

COME NOW, Plaintiffs Stephen Kyle Urmann and Rania Adel Mohammed Aly, and file this Complaint for Equitable Relief and Damages, showing this Honorable Court as follows:

### PARTIES, JURISDICTION, AND VENUE

1.

Plaintiffs Stephen Kyle Urmann and Rania Adel Mohammed Aly (collectively, "**Plaintiffs**"), by filing this Complaint, are subject to the jurisdiction of this Court.

2.

Defendant BRK Builders LLC ("**BRK**") is a limited liability company organized and existing under the laws of the State of Georgia, is subject to the jurisdiction of this Court, and may be served via its registered agent: Sahil Kochhar, 745 Fountainhead Lane, Unit 117, Atlanta, Fulton County, Georgia 30324.

3.

Defendant Sahil Kochhar ("**Kochhar**") is a resident of Fulton County, is subject to the jurisdiction of this Court, and may be personally served with a copy of this Complaint and Summons at: 745 Fountainhead Lane, Unit 117, Atlanta, Fulton County, Georgia 30324.

Defendant James H Laird ("Laird") is a resident of DeKalb County, is subject to the jurisdiction of this Court, and may be personally served with a copy of this Complaint and Summons at: 3206 Bonway Drive, Decatur, DeKalb County, Georgia 30032.

5.

The Superior Court of Fulton County has subject matter jurisdiction by virtue of the facts herein stated, because this is a cause of action in equity, because most defendants are domiciled in Fulton County, and because the real property at issue is within Fulton County.

6.

Plaintiffs are informed and believe and thereon allege that at all times relevant hereto, unless otherwise stated herein, each of the Defendants BRK, Kochhar, and Laird (collectively, "Defendants") was the agent of the remaining Defendants and in doing the things herein stated, was acting withing the scope of such agency and with the permission and consent of the other Defendants. For example, Laird, as the licensed general contractor for BRK, was responsible for supervising construction on behalf of BRK and requesting inspections of construction according to law so, when shoddy construction is hastily covered without inspection, the associated fraudulent activity, while originating with Laird (and perhaps others) may be attributed to BRK, Laird's principal.

### **FACTS COMMON TO ALL COUNTS**

7.

On or about June 18, 2022, Plaintiffs and BRK entered into a *Purchase and Sale Agreement*, as later amended (the "**Agreement**"), in which Plaintiffs agreed to purchase and Defendant agreed to sell the real property located at 510 Windsor Parkway, Atlanta, Fulton County, Georgia 30342 (the "**Property**").

Upon the land of the Property there is a single family residence (the "**House**") newly constructed by Defendants.

9.

As an express, written special stipulation of the Agreement, BRK agreed to furnish Plaintiffs a completed seller's disclosure form within three (3) days of the Agreement's binding date.

10.

BRK furnished to Plaintiffs a *Seller's Property Disclosure Statement (New Construction)* executed by Kochhar and dated June 22, 2022 ("**Seller's Disclosure**").

11.

In reliance, in significant part, up on the multiple statements made by Kochhar in the Seller's Disclosure, Plaintiffs purchased the Property.

12.

After Plaintiffs purchased the Property, they learned that Kochhar made a litany of false statements on the Seller's Disclosure. A true and accurate copy of said Seller's Disclosure is attached as Exhibit A.

13.

Question 3(a) of the Seller's Disclosure asks: "Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?"

14.

Kochhar answered "No" to Question 3(a) of the Seller's Disclosure. Kochhar's response is false because there is clear evidence of substantial (and far more than normal) settling and movement of some of the structural supports of the House.

In addition to failing to disclose said settling and movement of structural supports of the House, Laird as general contractor, Kochhar, and BRK purposely and actively concealed said issues from Plaintiffs.

16.

Question 3(d) of the Seller's Disclosure asks: "Is Seller aware of violations of building codes . . .?"

17.

Kochhar answered "No" to Question 3(d) of the Seller's Disclosure. Kochhar's response is false because some of Defendants' construction work still does not comply with building or housing codes and is so deficient that, absent abject incompetence of the highest order, it is quite impossible for Defendants to not be aware of the Property's many building code violations.

18.

Additionally, certificates of occupancy have been revoked twice as result of Defendants' violations of building codes.

19.

The Property currently does not have any certificate of occupancy.

20.

Question 6(f) of the Seller's Disclosure asks: "Are there any present drainage or flooding problems?"

21.

Kochhar answered "No" to Question 6(f) of the Seller's Disclosure. Kochhar's response is false because severe and pervasive drainage and flooding problems existed at the time Seller's Disclosure was executed and have persisted at the Property beginning before the build phase was supposedly complete.

Question 6(g) of the Seller's Disclosure asks: "Has there ever been any water leakage, accumulation, or dampness within the improvements on Property after its completion?"

23.

Kochhar answered "No" to Question 6(g) of the Seller's Disclosure. Kochhar's response is false because severe and pervasive drainage and flooding problems existed at the time Seller's Disclosure was executed and have persisted at the Property beginning before the build phase was supposedly complete.

24.

Question 13(a) of the Seller's Disclosure asks: "Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed?"

25.

Kochhar answered "No" to Question 13(a) of the Seller's Disclosure. Kochhar's response is false because neither Kochhar nor any other Defendant disclosed any of the above-described defects elsewhere on the Seller's Disclosure and, consequently, were under an obligation to disclose them, at bare minimum, in response to this question.

26.

In addition to the false statements made on the Seller's Disclosure, Defendants' failures to disclose material defects violated Agreement § B(8)(d), which states: "Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property."

Plaintiffs are informed and believe and thereon allege that at that time Kochhar and the other Defendants made the statements contained in the Seller's Disclosure, all Defendants knew the statements were false.

28.

Through fraud and artifice, Defendants obtained a *Certificate of Occupancy* dated July 8, 2022 ("**First Revoked CO**").

29.

The First Revoked CO was revoked by the City of Sandy Springs on July 13, 2022.

30.

According to a report issued by the City of Sandy Springs Building Department, the First Revoked CO was revoked pursuant to 2018 International Residential Code Section R110.5 as a direct, proximate, and foreseeable result of Defendants violating 2018 International Residential Code Section R109.4. A copy of said report is attached as Exhibit B.

31.

On July 13, 2022, Defendants were made aware of the revocation of the First Revoked CO by the City of Sandy Springs.

32.

Defendants furnished a copy of the First Revoked CO to the closing attorney for the Property's closing transaction (the "Closing") for the purpose of inducing Plaintiffs to purchase the Property and further inducing Plaintiff's mortgage lender to lend Plaintiffs funds for said purchase.

33.

Defendants, and each of them, had actual knowledge the First Revoked CO was, in fact, revoked and therefore of no legal effect at the time of the Closing.

Stephen Kyle Urmann and Rania Adel Mohammed Aly v. BRK Builders LLC, Sahil Kochhar, and James H Laird Superior Court of Fulton County Civil Action File Number: Complaint for Equitable Relief and Damages Page 6 of 11

Despite knowing that Defendants had breached the Agreement with Plaintiffs as result of the First Revoked CO, Defendants purposely and knowingly failed to notify Plaintiffs, the closing attorney, or anyone else related to Plaintiff of the revocation.

35.

Unaware of the First Revoked CO as result of the conduct of Defendants, Plaintiffs, the closing attorney, and Plaintiffs' mortgage lender proceeded to complete the Closing to their detriment in justifiable reliance upon the fraudulent statements and omissions of material facts perpetrated by Defendants.

36.

After the Closing, Defendants engaged in a pattern and practice of further fraudulent and deceptive conduct by communicating with the City of Sandy Springs for the express purpose of surreptitiously obtaining a certificate of occupancy for the Property without Plaintiffs' knowledge.

37.

Eventually, on July 21, 2022, after the Closing and after Plaintiffs took title to the Property, Defendants procured, through fraud and misrepresentation, a *Certificate of Occupancy* dated July 21, 2022 ("Second Revoked CO").

38.

The Second Revoked CO was revoked by the City of Sandy Springs on August 30, 2022.

39.

According to a report issued by the City of Sandy Springs Building Department, the Second Revoked CO was revoked pursuant to 2018 International Residential Code Section R110.5 as a direct, proximate, and foreseeable result of Defendants violating 2018 International Residential Code Section R109.4 among other deficiencies as set forth therein. See Exhibit B.

Plaintiffs did not learn of the numerous false statements and active concealments perpetrated by Defendants until after the Closing.

41.

Immediately after learning about the defects and damages to the Property concealed by Defendants, Plaintiffs informed Defendants by letters dated August 31, 2022 and September 1, 2022 of Plaintiff's rescission of the Agreement and requesting Defendants facilitate rescission without delay.

42.

Having received no indication whatsoever from any Defendant or their legal counsel that Defendants were taking any steps in furtherance of rescinding the Agreement (i.e. transferring funds to repay Plaintiffs the purchase price), Plaintiffs now file the instant lawsuit.

### First Cause of Action Contract Rescission

43.

Incorporated herein by reference are the allegations set forth in all the preceding paragraphs of this Complaint.

44.

Plaintiffs previously notified Defendants of Plaintiffs' rescission of the Agreement.

45.

Defendants have refused to take their necessary steps to rescind the Agreement.

46.

Plaintiffs are entitled to court-ordered rescission of the Agreement on the grounds the contract was entered into as result of fraud and/or mistake.

Plaintiffs request this Court enter an Order rescinding the Agreement and requiring Defendants to take all steps necessary to restore Plaintiffs to their pre-Agreement position.

### **Second Cause of Action**

Fraud Damages

48.

Incorporated herein by reference are the allegations set forth in all the preceding paragraphs of this Complaint.

49.

As set forth above, Defendants engaged in conduct calculated to deceive Plaintiffs and cause them to purchase the Property despite it having material and significant defects that were known to Defendants but not disclosed to Plaintiffs and further actively concealed by Defendants from discovery by Plaintiffs.

50.

Plaintiffs relied on Defendants' fraudulent conduct to their detriment.

51.

As a direct, proximate, and foreseeable result of Defendants' conduct, Plaintiffs suffered damages in an amount not less than \$500,000.00, with an exact amount to be proven at trial.

### Third Cause of Action Attorney's Fees

52.

Incorporated herein by reference are the allegations set forth in all the preceding paragraphs of this Complaint.

Plaintiffs have incurred and are entitled to reimbursement of attorneys' fees from Defendants pursuant to OCGA § 13-6-11 because Defendants have acted in bad faith, been stubbornly litigious, and caused Plaintiffs unnecessary trouble and expense.

54.

As result of Defendants' conduct, as set forth above, Defendants should be required to reimburse Plaintiffs for attorneys' fees and costs incurred to prosecute this action.

WHEREFORE, Plaintiffs Stephen Kyle Urmann and Rania Adel Mohammed Aly demand:

- (a) The Court enter an order and judgment in favor of Plaintiff and against Defendants declaring the Agreement to be rescinded and further order Defendants take all reasonable and necessary steps to restore Plaintiffs to their pre-Agreement position;
- (b) The Court enter an order and judgment in favor of Plaintiff and against Defendants for fraud in an amount to be proven at trial;
- (c) The Court award Plaintiffs their attorney's fees, costs, and expenses, as allowed under Georgia law;
- (d) THAT TRIAL BY JURY BE HAD; and
- (e) All other relief this Court deems just and proper.

BARNES FIRM LLP

Jeffrey M Barnes

Georgia Bar Number 142586 jeff@barnesattorneys.com

3280 Peachtree Road NE Floor 7 Atlanta, Georgia 30305 (404) 236-5000

**COMPASS** 

### SELLER'S PROPERTY DISCLOSURE STATEMENT (NEW CONSTRUCTION) EXHIBIT "



r Date of  per's legal duin the Proper  NSTRUCTIC Seller agree 1) answer 2) answer Purchas 3) provide question answer 4) promptil and provide for the Proper hat is suitate cause a reacheans "yes"  SELLER DIS  1. GENE (a) [	rall questions in reference to the Property and the improvements thereon; rall questions fully, accurately and to the actual knowledge and belief of all Sellers in the se and Sale Agreement; additional explanations to all "yes" answers in the corresponding Explanation section I ons (including providing to Buyer any additional documentation in Seller's possession is self-evident; they revise the Statement if there are any material changes in the answers to any of the questionide a copy of the same to the Buyer and any Broker involved in the transaction.  STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the laduct a thorough inspection of the Property. If Seller has not occupied the Property recently entry's condition may be limited. Buyer is expected to use reasonable care to inspect the Fable for Buyer's purposes. If an inspection of the Property reveals problems or areas of asonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" as "or "no" to the actual knowledge and belief of all Sellers of the Property.  SCLOSURES.	R PKWY asier for Se ase such de asiclosure as New Co as New	Stateme  Stateme  onstructi h group the "ye to closin rgia. Buy knowled nd confi
Seller agree  1) answer  2) answer Purchas  3) provide question answer  4) promptl and provide HOW THIS should cond of the Prope hat is suita cause a reas means "yes"  SELLER DIS  1. GENE (a) [	rall questions in reference to the Property and the improvements thereon; rall questions fully, accurately and to the actual knowledge and belief of all Sellers in the se and Sale Agreement; additional explanations to all "yes" answers in the corresponding Explanation section in sections (including providing to Buyer any additional documentation in Seller's possession is self-evident; there are any material changes in the answers to any of the questionide a copy of the same to the Buyer and any Broker involved in the transaction.  STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the laduct a thorough inspection of the Property. If Seller has not occupied the Property recently serty's condition may be limited. Buyer is expected to use reasonable care to inspect the Fable for Buyer's purposes. If an inspection of the Property reveals problems or areas of asonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" as "or "no" to the actual knowledge and belief of all Sellers of the Property.  SCLOSURES.  ERAL:	pelow eac pelow eac n), unless ions prior w in Geor y, Seller's Property a concern inswer to	nstructi h group the "ye to closin rgia. Buy knowled nd confi that won a questi
1) answer 2) answer Purchas 3) provide question answer 4) promptl and provide HOW THIS S should cond of the Prope hat is suita cause a reameans "yes"  SELLER DIS  1. GENE (a) [	rall questions in reference to the Property and the improvements thereon; rall questions fully, accurately and to the actual knowledge and belief of all Sellers in the se and Sale Agreement; additional explanations to all "yes" answers in the corresponding Explanation section I and (including providing to Buyer any additional documentation in Seller's possession is self-evident; there are any material changes in the answers to any of the quest evide a copy of the same to the Buyer and any Broker involved in the transaction.  STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the laduct a thorough inspection of the Property. If Seller has not occupied the Property recently erry's condition may be limited. Buyer is expected to use reasonable care to inspect the Fable for Buyer's purposes. If an inspection of the Property reveals problems or areas of asonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" as "or "no" to the actual knowledge and belief of all Sellers of the Property.  SCLOSURES.  ERAL:	pelow eac n), unless ions prior w in Geor y, Seller's Property a concern inswer to	h group the "ye to closin rgia. Buy knowled nd confi that wor a questi
3) provide question answer 4) promptl and provide Concord the Proper hat is suitacause a reameans "yes"  1. GENE (a) [	e additional explanations to all "yes" answers in the corresponding Explanation section I ons (including providing to Buyer any additional documentation in Seller's possession is self-evident; the statement if there are any material changes in the answers to any of the quest ovide a copy of the same to the Buyer and any Broker involved in the transaction.  STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the laduct a thorough inspection of the Property. If Seller has not occupied the Property recently erry's condition may be limited. Buyer is expected to use reasonable care to inspect the Fable for Buyer's purposes. If an inspection of the Property reveals problems or areas of asonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" as "or "no" to the actual knowledge and belief of all Sellers of the Property.  SCLOSURES.  ERAL:	ions prior w in Geor y, Seller's Property al concern	the "ye to closin rgia. Buy knowled nd confi that wor a questi
and production and production and production and production and an area and an area and area	STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the laduct a thorough inspection of the Property. If Seller has not occupied the Property recently terty's condition may be limited. Buyer is expected to use reasonable care to inspect the Fable for Buyer's purposes. If an inspection of the Property reveals problems or areas of asonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" as "or "no" to the actual knowledge and belief of all Sellers of the Property.  SCLOSURES.  ERAL:	w in Geor y, Seller's Property a concern inswer to	rgia. Buy knowled nd confi that wor a questi
should cond of the Prope hat is suita cause a reas means "yes" SELLER DIS	duct a thorough inspection of the Property. If Seller has not occupied the Property recently serty's condition may be limited. Buyer is expected to use reasonable care to inspect the Fable for Buyer's purposes. If an inspection of the Property reveals problems or areas of asonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" as" or "no" to the actual knowledge and belief of all Sellers of the Property.  SCLOSURES.  ERAL:	y, Seller's Property a concern nnswer to	knowled nd confi that wor a questi
1. <b>GENE</b> (a) [	ERAL:	YES	NO
(a) [		YES	NO
	Date of initial building permit: 4 3 16 2021	THE RESERVE OF THE PARTY OF THE	NO
EXPLANA	Date of Certificate of Occupancy: 6 30 2012		
	ATION:		
2. COVE	ENANTS, FEES, and ASSESSMENTS:	YES	NO
(a) I	Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") or other similar restrictions?	* .	v
(b) Is	Is the Property part of a condominium or community in which there is a community association?  IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY  ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.		~
EXPLANA			-

### Case 1:23-mi-99999-UNA Document 834-1 Filed 03/17/23 Page 14 of 22

	STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YE	SI	
	(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?		-	
	(b) Has there been any cracking, settlement or visible movement of retaining walls?		-	
	(c) Has any work been done where a required building permit was not obtained?		V	
	(d) Is Seller aware of violations of building codes or zoning regulations or received notice of the same?		1	
ΕX	PLANATION:			
	SYSTEMS and COMPONENTS:	YES	S N	
	(a) What is/are the heating system(s) serving the Property?	1 .	3 14	
	☐ Electric ☐ Gas ☐			
	(b) What is/are the air conditioning systems(s) (A/C) serving the Property?  ☐ Electric ☐ Gas ☐	2,374		
	(c) What is/are the water heater(s) serving the Property?			
	☐ Électric ☐ Gas ☐ Solar			
	(d) Are any fireplaces not vented?	V		
XI	PLANATION: Ventless Préplace installer per code			
	SEWER/PLUMBING RELATED ITEMS:	YES	NO	
	(a) What is the drinking water source:   □ public □ private □ well			
	(b) If the drinking water is from a well, give the date of last service:			
	The state of the state of the date of the date of the state of the sta			
	(c) If the drinking water is from a well, has there ever been a test the results of which indicate that			
	(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:			
	<ul> <li>(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:</li> <li>(d) What is the sewer system: public private septic tank</li> </ul>			
	<ul> <li>(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:</li></ul>			
- - KF	<ul> <li>(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:</li></ul>		l.	
KF	<ul> <li>(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:</li></ul>		L.	
KF	<ul> <li>(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:</li></ul>		L	
KF	<ul> <li>(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:</li></ul>		L	
	<ul> <li>(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:</li></ul>	YES	E.	
	(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:		N	
	(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:		N V	
	(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:		~	
	(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:		~	
	(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:	d) on	V	
	(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:	d) on	\(\nu \)	
	(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:	d) on	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	

### Case 1:23-mi-99999-UNA Document 834-1 Filed 03/17/23 Page 15 of 22

	TE	RMITE TREATMENT:		YES	N
	(a) 	Is there or will there be a system (meeting the standards of the Georgia Department of Agricul to control termites and other wood destroying organisms serving the Property?	ture)		
		If yes, check type: ☐ Soil Treatment ☐ Baiting System ☐ Other:			
	(b)	Is there, or will there be, a transferable termite bond on the Property?	1	/	THE PERSONS
		If yes, check type of coverage: ☑ re-treatment and repair or ☐ re-treatment only			
EX	PLAN	NATION:			
8.	TO	KIC SUBSTANCES:	\ \/-	0	No
Ο.	(a)		YE	5	NC
		such as asbestos, urea-formaldehyde, methane gas, radioactive material, radon, mold benzene or other substances or environmental contaminates?			~
	(b)	Has Property been tested for radon, mold or any other toxic substances?			1
EX		IATION:			V
_					
9.	(a)	HER MATTERS:	Y	ES	N
	(b)	Do you know of any outstanding notices of violations of local, state, or federal laws, codes or regulations with respect to Property?			~
	(c)	Is Property currently or has it been the subject of litigation including, but not limited to defect building products, construction defects, termites, and/or title problems?  Have you signed any release that would limit a future owner from making any claims in connection.			V
	(0)	with Property?	n		V
	/ 11				
	(d)	Are there any other adverse, material facts pertaining to the physical condition of the Property t	hat		
		have not otherwise been disclosed?	hat		/
ΞXI		Are there any other adverse, material facts pertaining to the physical condition of the Property thave not otherwise been disclosed?  ATION:	hat		
ΞXI		have not otherwise been disclosed?	hat		
EXI		have not otherwise been disclosed?	hat		
EXI		have not otherwise been disclosed?	hat		
EXI		have not otherwise been disclosed?	hat		
	PLAN	ATION:	hat		
	PLAN	ATION:  BRICULTURAL DISCLOSURE:	YES		
	PLAN	ATION:  GRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an			NO
	PLAN	ATION:  GRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?		\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	NO
10.	AG (a) (b) It is	ATION:  GRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?  Is the Property receiving preferential tax treatment as an agricultural property?  Is the policy of this state and this community to conserve, protect, and encourage the development	YES	i	NO
	AG (a)  It is farm Thin pro zor fore to, ma One	ATION:  GRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?	YES  t and immenvironing an immediate area. So ye, but a pringe an index and	pprovement interest int to Such fare no	NO ement al valu st in re an an farm a ot limit sposal
	AG (a)  It is farm Thin pro zor fore to, ma One	ATION:  BRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?  Is the Property receiving preferential tax treatment as an agricultural property?  Is the policy of this state and this community to conserve, protect, and encourage the development and forest land for the production of food, fiber, and other products, and also for its natural and is notice is to inform prospective property owners or other persons or entities leasing or acquiring perty that property in which they are about to acquire an interest lies within, partially within, or need, used, or identified for farm and forest activities and that farm and forest activities occur in the set activities may include intensive operations that cause disconfort and inconveniences that involve noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, step or more of these inconveniences may occur as the result of farm or forest activities which are or more of these inconveniences may occur as the result of farm or forest activities which are	YES  t and immenvironing an immediate area. So ye, but a pringe an index and	pprovement interest int to Such fare no	NO ement al valust in re an ar farm a tot limit sposal
	AG (a)  It is farm Thin pro zor fore to, ma One	ATION:  BRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?  Is the Property receiving preferential tax treatment as an agricultural property?  Is the policy of this state and this community to conserve, protect, and encourage the development and forest land for the production of food, fiber, and other products, and also for its natural and is notice is to inform prospective property owners or other persons or entities leasing or acquiring perty that property in which they are about to acquire an interest lies within, partially within, or need, used, or identified for farm and forest activities and that farm and forest activities occur in the set activities may include intensive operations that cause disconfort and inconveniences that involve noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, step or more of these inconveniences may occur as the result of farm or forest activities which are or more of these inconveniences may occur as the result of farm or forest activities which are	YES  t and immenvironing an immediate area. So ye, but a pringe an index and	pprovement interest int to Such fare no	NO ement al valu st in re an an farm a ot limit sposal
	AG (a)  It is farm Thin pro zor fore to, ma One	ATION:  BRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?  Is the Property receiving preferential tax treatment as an agricultural property?  Is the policy of this state and this community to conserve, protect, and encourage the development and forest land for the production of food, fiber, and other products, and also for its natural and is notice is to inform prospective property owners or other persons or entities leasing or acquiring perty that property in which they are about to acquire an interest lies within, partially within, or need, used, or identified for farm and forest activities and that farm and forest activities occur in the set activities may include intensive operations that cause disconfort and inconveniences that involve noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, step or more of these inconveniences may occur as the result of farm or forest activities which are or more of these inconveniences may occur as the result of farm or forest activities which are	YES  t and immenvironing an immediate area. So ye, but a pringe an index and	pprovement interest int to Such fare no	NO ement al valu st in re an an farm a ot limit sposal
	AG (a)  It is farm Thin pro zor fore to, ma One	ATION:  BRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?  Is the Property receiving preferential tax treatment as an agricultural property?  Is the policy of this state and this community to conserve, protect, and encourage the development and forest land for the production of food, fiber, and other products, and also for its natural and is notice is to inform prospective property owners or other persons or entities leasing or acquiring perty that property in which they are about to acquire an interest lies within, partially within, or need, used, or identified for farm and forest activities and that farm and forest activities occur in the set activities may include intensive operations that cause disconfort and inconveniences that involve noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, step or more of these inconveniences may occur as the result of farm or forest activities which are or more of these inconveniences may occur as the result of farm or forest activities which are	YES  t and immenvironing an immediate area. So ye, but a pringe an index and	pprovement interest int to Such fare no	NO ement al valust in re an ar farm a tot limit sposal
	AG (a)  It is farm Thin pro zor fore to, ma One	ATION:  BRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?  Is the Property receiving preferential tax treatment as an agricultural property?  Is the policy of this state and this community to conserve, protect, and encourage the development and forest land for the production of food, fiber, and other products, and also for its natural and is notice is to inform prospective property owners or other persons or entities leasing or acquiring perty that property in which they are about to acquire an interest lies within, partially within, or need, used, or identified for farm and forest activities and that farm and forest activities occur in the set activities may include intensive operations that cause disconfort and inconveniences that involve noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, step or more of these inconveniences may occur as the result of farm or forest activities which are or more of these inconveniences may occur as the result of farm or forest activities which are	YES  t and immenvironing an immediate area. So ye, but a pringe an index and	pprovement interest int to Such fare no	NO ement al valust in re an ar farm a tot limit sposal
	AG (a)  It is farm Thin pro zor fore to, ma One	ATION:  BRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?  Is the Property receiving preferential tax treatment as an agricultural property?  Is the policy of this state and this community to conserve, protect, and encourage the development and forest land for the production of food, fiber, and other products, and also for its natural and is notice is to inform prospective property owners or other persons or entities leasing or acquiring perty that property in which they are about to acquire an interest lies within, partially within, or need, used, or identified for farm and forest activities and that farm and forest activities occur in the set activities may include intensive operations that cause disconfort and inconveniences that involve noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, step or more of these inconveniences may occur as the result of farm or forest activities which are or more of these inconveniences may occur as the result of farm or forest activities which are	YES  t and immenvironing an immediate area. So ye, but a pringe an index and	pprovement interest int to Such fare no	NO ement al valust in re an ar farm a tot limit sposal
	AG (a)  It is farm Thin pro zor fore to, ma One	ATION:  BRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?  Is the Property receiving preferential tax treatment as an agricultural property?  Is the policy of this state and this community to conserve, protect, and encourage the development and forest land for the production of food, fiber, and other products, and also for its natural and is notice is to inform prospective property owners or other persons or entities leasing or acquiring perty that property in which they are about to acquire an interest lies within, partially within, or need, used, or identified for farm and forest activities and that farm and forest activities occur in the set activities may include intensive operations that cause disconfort and inconveniences that involve noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, step or more of these inconveniences may occur as the result of farm or forest activities which are or more of these inconveniences may occur as the result of farm or forest activities which are	YES  t and immenvironing an immediate area. So ye, but a pringe an index and	pprovement interest int to Such fare no	NO ement al valu st in re an an farm a ot limit sposal
	AG (a)  It is farm Thin pro zor fore to, ma One	ATION:  BRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?  Is the Property receiving preferential tax treatment as an agricultural property?  Is the policy of this state and this community to conserve, protect, and encourage the development and forest land for the production of food, fiber, and other products, and also for its natural and is notice is to inform prospective property owners or other persons or entities leasing or acquiring perty that property in which they are about to acquire an interest lies within, partially within, or need, used, or identified for farm and forest activities and that farm and forest activities occur in the set activities may include intensive operations that cause disconfort and inconveniences that involve noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, step or more of these inconveniences may occur as the result of farm or forest activities which are or more of these inconveniences may occur as the result of farm or forest activities which are	YES  t and immenvironing an immediate area. So ye, but a pringe an index and	pprovement interest int to Such fare no	NO ement al valu st in re an an farm a ot limit sposal
10.	AG (a) (b) It is farm This properto, may one exist	ATION:  BRICULTURAL DISCLOSURE:  Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestryuse?  Is the Property receiving preferential tax treatment as an agricultural property?  Is the policy of this state and this community to conserve, protect, and encourage the development and forest land for the production of food, fiber, and other products, and also for its natural and is notice is to inform prospective property owners or other persons or entities leasing or acquiring perty that property in which they are about to acquire an interest lies within, partially within, or need, used, or identified for farm and forest activities and that farm and forest activities occur in the set activities may include intensive operations that cause disconfort and inconveniences that involve noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, step or more of these inconveniences may occur as the result of farm or forest activities which are or more of these inconveniences may occur as the result of farm or forest activities which are	YES  t and immenvironing an immediate area. So ye, but a pringe an index and	pprovement interest int to Such fare no	NO ement al valu st in re an an farm al tot limite sposal

### Case 1:23-mi-99999-UNA Document 834-1 Filed 03/17/23 Page 16 of 22

SELLER'S REPRESENTATION REGARDING SELLER'S NEW CONSTRUCT		
Seller represents that Seller has followed the Instructions to Seller in Comple above and will follow the same in updating this Disclosure Statement as needed	eting This Disclosure Statement set forted from time to time.	h in Paragraph A
Seller Succession	Date: 6/22/22	
Seller:	Date:	
☐ Additional Signature Page (F267) is attached.		
RECEIPT AND ACKNOWLEDGMENT BY BUYER:		
Buyer acknowledges the receipt of this Seller's New Construction Property Disc		
Buyer:	Date:	
Buyer:	Date:	
☐ Additional Signature Page (F267) is attached.		

September 7, 2022

Sahil Kochhar **Bedrock Custom Homes** 3688 Clearview Avenue - Suite 110 Atlanta, GA 30340

**Revoke Certificate of Occupancy & Subsequent Repairs** RE:

510 Windsor Parkway, Sandy Springs, GA 30342

Permit #: BR20-00548

Mr. Kochhar,

It has recently been discovered that the several deficiencies and code violations were noted that were not made apparent until after the Certificate of Occupancy (CO) was issued at the above referenced residence. These deficiencies consisted of missed inspections, the concealment of completed work without prior approval and failure to obtain a current CO prior to occupancy.

The following is a summary of our findings and subsequent actions:

1. The City was contacted after the original 07/08/22 CO had been issued but prior to closing on the house regarding a basement water leak. Upon closer investigation, it was noted that the Foundation Waterproofing & Dampproofing Inspection was not requested by the contractor and therefore had not been performed by the City. This is in direct violation of Section R109.4 -Approval Required of the 2018 International Residential Code (2018 IRC) that states the following:

Section R109.4 - Approval Required - "Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official."

This inspection is required to be performed prior to backfill and after all dampproofing measures are installed. Based on this discovery, it was determined that the CO had been issued in error and was revoked on 07/13/22 (see attached) per Section R110.5 - Revocation of the 2018 IRC that states the following:

Section R110.5 - Revocation - "The Building Official shall, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code."

The contractor was then required to provide documentation that the foundation waterproofing and dampproofing had been installed. Visual observations were confirmed and approved by the Assistant Building Official in the field. Once approved, a new CO was issued on 07/21/22.

Page 2 of 3

2. The contractor was made aware of the revoked CO on 07/13/22 and then proceeded to close on the house on 07/15/22 thereby allowing the owners to occupy the building without a current CO. This is in direct violation of *Section R110.1 - Use and occupancy* of the 2018 IRC that states the following:

Section R110.1 - Use and Occupancy - "A building or structure shall not be used or occupied...until the Building Official has issued a certificate of occupancy."

3. The City was contacted by the homeowners after they had closed on the house to report several structural deficiencies that had been concealed during the inspection period. These types of deficiencies are inspected during the Building Rough Combo Inspection. Upon closer investigation, it was noted that this inspection had failed twice before on 01/03/22 and again on 01/12/22 but was not requested again by the contractor and therefore had not been performed or approved by the City. This is also a direct violation of Section R109.4 - Approval Required of the 2018 IRC as previously stated above.

The following is a summary of the deficiencies noted during our 08/30/22 site visit with the homeowners:

- A significant floor deflection was noted directly beneath a second floor load bearing wall that supported the roof and ceiling framing. Upon closer inspection, it was noted that a 3½"x16" 1.55E Timberstrand LSL was not installed beneath the load bearing wall as indicated on the approved structural drawings.
- b. It was noted that the 16" TJI 110 floor joist adjacent to the missing beam noted above was installed 27" on center. This exceeds the maximum 19.2" on center indicated on the approved structural framing plan.
- c. A significant floor deflection was noted along the rear exterior wall of the master bedroom. The framing in this area was concealed from direct observation; however, it is likely that the exterior rear patio rafters are supported by the framing that was not intended to support this load and hence contributed to the floor deflections noted.

Based on the structural deficiencies noted above and failure by the contractor to request inspections prior to the concealment of work, the current 07/21/22 CO is hereby revoked effective 08/30/22 (see attached) thereby reenacting the permit as incomplete. The contractor is required to remedy all deficiencies noted to the satisfaction of the Building Official as follows:

- 1. Cut an observation hole large enough for visual observations (2'x2' minimum size) at all locations circled in orange as shown on the attached framing plan.
- 2. Cut an observation hole at the bottom of every opening greater than 6'-0" at all exterior walls to verify that the holdowns were installed on each side of the opening as indicated on sheet D-1 of the approved plans.
- 3. Consult with a licensed structural engineer on-site to provide structural framing plans and details as necessary to correct all structural deficiencies discovered.



Page 3 of 3

- 4. Building Official shall be present during all discovery periods with the structural engineer to verify an appropriate repair is provided.
- 5. Reschedule a Rough Building Combo Inspection after all repair work is complete. Note that all repairs shall be installed per the satisfaction of the structural engineer and Building Official.
- 6. Note that additional observation holes may be required on site by the Building Official and additional deficiencies may be found that require repair, inspection, and approval.
- 7. After all deficiencies are noted, repaired, inspected and approved by the Building Official, a new Request for Certificate of Occupancy shall be submitted online through the portal and then a new CO will be issued by the Building Official allowing the house to be reoccupied.

The safety of the residents of Sandy Springs is very important to the City. It is imperative that all new construction be installed per the building code requirements and that all completed work be inspected and approved by the City to avoid costly delays and deficiencies. All this information, including a list of required City building inspections, was discussed and provided to the builder at the Building Preconstruction Meeting on 03/12/21.

The intent of this letter is to make all parties aware of the timeline of events that took place and the direct path forward to remedy any deficiencies noted. We fully expect the cooperation of the builder, homeowner and City to get these outstanding issues resolved in an expeditious manner without delays.

Please contact me at your earliest convenience to coordinate a time to perform the on-site investigations with the structural engineer. If you have any questions, please feel free to contact me via e-mail or phone at 770-206-1545

Sincerely

Jonathan Livingston, P.E

Building Department Markager Building Official

Cc: Kyle Urmann (Homeowner) Rania Urmann (Homeowner)

# Certificate of Occupancy



## SANDY SPRINGS"

BR20-00548 Permit Numbers:

510 WINDSOR PKWY

Project Address:

Sandy Springs, GA 30342

New Single Family House

Description:

Owner:

3688 Clearview Avenue, Suite 110 Atlanta, GA 30340

Owner Address:

None

2018 International Residential Code

**Building Code:** 

2

various building codes, or their intent, as enforced and adopted by the City of Sandy Springs, Georgia at the time the permit was issued. This Certificate of Occupancy certifies that at the time of issuance, the permitted construction was inspected for compliance with the

Jonathan Livingston Building Official

I GALAMBOS WAY, SANDY SPRINGS, FULTON COUNTY, GEORGIA 30328

# Certificate of Occupancy



## SANDY SPRINGS"

2018 International Residential Code **Building Code:** BR20-00548 Permit Numbers:

510 WINDSOR PKWY

Project Address:

Sandy Springs, GA 30342

New Single Family House

Description:

None

Special Conditions:

2

Automatic Sprinkler

System:

**BRK Builders LLC** Owner: 3688 Clearview Avenue, Suite 110 Atlanta, GA 30340 Owner Address:

Arced and adopted by the City of Sandy Springs, Georgia at the time the permit was issued.

This Certificate of Occupancy certifies that at the fime of issuance, the permitted construction was inspected for compliance with the

various building codes, or their intent, as

Jonathan Livingston, Building Official

I GALAMBOS WAY, SANDY SPRINGS, FULTON COUNTY, GEORGIA 30328

